

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

THERESA DUFFEY,
individually, and on behalf
of all others similarly
situated,

Plaintiff,

v.

Case No: 2:20-cv-501-JES-MRM

SURFSIDE COFFEE COMPANY,
LLC, a foreign limited
liability company,

Defendant.

OPINION AND ORDER

This matter is before the Court on consideration of the Magistrate Judge's Report and Recommendation (Doc. #43), filed January 22, 2022, recommending that the parties' Second Amended Joint Motion for Approval of Parties' Settlement Agreement and Stipulation of Dismissal With Prejudice (Doc. #42) be granted, the revised Mutual Release and Settlement Agreement be approved, and the action be dismissed. The parties filed a Joint Notice of Waiving the Objection Period (Doc. #44) on January 24, 2022, waiving the objection period seeking expedited review.

After conducting a careful and complete review of the findings and recommendations, a district judge may accept, reject or modify the magistrate judge's report and recommendation. 28 U.S.C. § 636(b)(1); Williams v. Wainwright, 681 F.2d 732 (11th Cir. 1982),

cert. denied, 459 U.S. 1112 (1983). In the absence of specific objections, there is no requirement that a district judge review factual findings *de novo*, Garvey v. Vaughn, 993 F.2d 776, 779 n.9 (11th Cir. 1993), and the court may accept, reject or modify, in whole or in part, the findings and recommendations. 28 U.S.C. § 636(b)(1). The district judge reviews legal conclusions *de novo*, even in the absence of an objection. See Cooper-Houston v. Southern Ry. Co., 37 F.3d 603, 604 (11th Cir. 1994); Castro Bobadilla v. Reno, 826 F. Supp. 1428, 1431-32 (S.D. Fla. 1993), aff'd, 28 F.3d 116 (11th Cir. 1994) (Table).

Unlike prior motions for approval, the Magistrate Judge found an adequate explanation for the difference between the settlement amount and the higher amount claimed by plaintiff to support and concluded that the monetary terms are fair and reasonable. As to non-cash concessions, the Magistrate Judge found that the mutual general release language was specifically bargained for, the neutral reference provision inured a benefit upon plaintiff and an added consideration was negotiated, the non-disparagement clause was found to be mutual, and the waiver of a jury trial was also mutual and reciprocal. Lastly, the Magistrate Judge recommends that the amount of fees and costs are fair and reasonable without compromising the amount paid. After conducting an independent examination of the file and upon due consideration of the Report

and Recommendation, the Court accepts the Report and Recommendation of the magistrate judge.

Accordingly, it is now

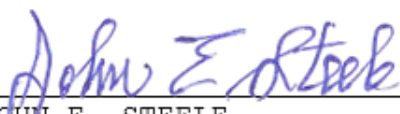
ORDERED:

1. The Report and Recommendation (Doc. #43) is hereby **adopted**, and the findings **incorporated** herein.

2. The parties' Second Amended Joint Motion for Approval of Parties' Settlement Agreement and Stipulation of Dismissal With Prejudice (Doc. #42) is **granted** and the Mutual Release and Settlement Agreement (Doc. #42-1) is approved as a fair and reasonable resolution of a bona fide dispute.

3. The Clerk shall enter judgment **dismissing** the case with prejudice, terminate all deadlines and motions, and close the file.

DONE and ORDERED at Fort Myers, Florida, this 24th day of January 2022.



JOHN E. STEELE
SENIOR UNITED STATES DISTRICT JUDGE

Copies:
Hon. Mac R. McCoy
United States Magistrate Judge

Counsel of Record
Unrepresented parties